

MISC.

Wayne

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PROFESSIONAL SERVICES AGREEMENT

This SERVICE AGREEMENT (the "AGREEMENT") is made and entered into as of this 9 day of August 2004 by and between Assessment Software Solutions, Inc. ("AS2") and Wayne County, Indiana ("Client").

RECITALS:

Whereas, AS2 operates an assessment software and consulting firm based in Indiana and has certain skills and expertise in regards to the services to be performed;

Whereas, Client desires to retain the benefit of AS2's service, knowledge, skills and expertise in certain specified areas of computer software; and

Whereas, Client desires to purchase one or more software products from AS2; and

Whereas, Client and AS2 are desirous of documenting the terms and conditions of said relationship;

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement. Now, therefore, in consideration of the premises and the mutual covenants, agreements and representations herein contained, and other good and adequate consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **Engagement.** Client hereby engages AS2 as a service provider, consultant and advisor to the Client with respect to the matters identified in Section 2 hereof and in Attachment 1 to this AGREEMENT for the compensation as set forth in Section 3 hereof and for the term as set forth in Section 5 hereof. AS2 hereby accepts this engagement by Client as a service provider, consultant and advisor with respect to such matters and for such compensation and term.
2. **Services to be Performed.** During the term of this AGREEMENT, AS2 shall provide the specified computer software products during the purchase period as documented below, inclusive of on-site installation/customization, as well as the on or off-site consulting detailed in Section 4 hereof and other related and necessary information ("Services") to the Client. These Services and Deliverables are further outlined and below. Client and AS2 may materially alter the scope and nature of the Services by mutual written agreement. AS2 shall work closely with Client to ensure that Client meets all statutory deadlines. AS2 agrees to work in conjunction with the Client and other service providers to the Client, including but not limited to those associated with reassessment activities, mass appraisal providers, to integrate and transfer information so as to provide information to the Client in a uniform format.

Phillip Folkerts. President AS2

Phillip Folkerts

Date: 08-09-04

Wayne County Board of Commissioners
Courthouse Annex
401 East Main Street
Richmond, IN 47374

18. **Responsibilities.** The final determination of assessed value and true tax value is and shall remain the responsibility of the Client.
19. **Non-Discrimination.** Pursuant to IC 22-9-1-10, AS2 and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.
20. **Delays.** Whenever AS2 or the Client have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within fifteen (15) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.
21. **Subcontracting.** AS2 must obtain the approval of the Client before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials. If subcontractors are used, AS2 is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.
22. **Force Majeure.** Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

In witness whereof, the undersigned have executed this AGREEMENT effective as of the day and year first set forth above.

"AS2"

By:

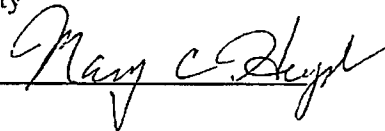

Phillip Folkerts
President

Date 08-09-04

"Client"

Wayne County

By:



Date 8-18-04

Board of County Commissioners

Invoice

#WCoO3

Bill to: Wayne County

Service Type	Description of Services
Professional Services	Software purchase, installation, and service agreement.

Fees outstanding sixty (60) days after invoice will be charged a one (10) percent per month fee.

[illegible]

AS²
Assessment Software Solutions

Date Billed: August 9, 2004 Balance Due

\$9,500

Send Payment to: Phillip folkerts 246 n 11th Street Noblesville, IN 46060

August 9, 2004

Michael Statzer
Wayne County Assessor
401 E. Main Street
Richmond, IN 47374

WAYNE COUNTY

AUG 11 2004

ASSESSOR

FOR SALES DISC.
WITH AS2 SOLUTIONS

SIGNATURES
ON PAGE 5
OF CONTRACT

Dear Michael,

Attached is both an invoice for Formscan and a contract agreement. I would feel a little better if we have some type of written agreement on any software\service purchases. Do whatever you wish with your copy, but I would to have one for my records.

Thanks again for all of your business and especially all of your patience.

Sincerely,



Phillip Folkerts, President AS2

Phone: 317.702.1962
email: phill@as2solutions.com

246 N 11th Street Noblesville, IN 46060


Assessment Software Solutions
www.AS2solutions.com

Please visit our website to find out more about all of our software solutions.